**UNITED STATES DISTRICT COURT**
**DISTRICT OF NEW JERSEY**

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| BRIDGET PAPINO<br>PLAINTIFF,<br><br>V.<br><br>TRUEACCORD CORP.,<br>DEFENDANT. | CASE NO.<br><br>COMPLAINT AND DEMAND FOR JURY TRIAL |

## I. INTRODUCTION

1. This is an action for actual, statutory damages, attorney's fees, and costs brought by Plaintiff Bridget Papino, an individual consumer, against Defendant TrueAccord Corp. ("TrueAccord"), for violations of the Fair Debt Collection Practices Act, 15 U.S.C § 1692 *et seq*. (hereinafter "FDCPA"), which prohibits debt collectors, such as TrueAccord, from engaging in abusive, deceptive, and unfair practices.

## II. JURISDICTION AND VENUE

2. Jurisdiction of this court arises under 15 U.S.C § 1692k(d) and 28 U.S.C 1331. Venue in this District is proper in that the Defendant transacts business in Passaic County, New Jersey and the conduct complained of occurred in Passaic County, New Jersey.

## III. PRELIMINARY STATEMENT

3. The Fair Debt Collection Practices Act (hereinafter "FDCPA") has existed since 1977 to prevent abusive practices in collecting consumer debts.
4. Regulation F was introduced much later to refine and enforce these practices further.

5. While the FDCPA provides the foundation for consumer protections related to debt collection, it has some limitations. For instance, it does not include extensive provisions for new modes of communications, like electronic mail (hereinafter "email") or social media.

6. Regulation F was introduced by the Consumer Financial Protection Bureau (CFPB) as an updated set of rules that supplement and detail requirements under the FDCPA. It aims to adapt to changes in how debtors and collectors communicate due to technological advances and provide clear rules to prevent legal ambiguity.

7. The purpose of Regulation F is not to replace the FDCPA but to fortify and modernize it. It gives consumers more clarity and agency when interacting with debt collectors while allowing the collection industry to operate effectively.

8. **Regulation F § 1006.6 Communications in connection with debt collection. (c) Communications with a consumer - after refusal to pay or cease communication notice - (1) Prohibition.** Except as provided in paragraph ( c)(2) of this section, if a consumer notifies a debt collector in writing that the consumer refuses to pay a debt or that the consumer wants the debt collector to cease further communication with the consumer, the debt collector must not communicate or attempt to communicate further with the consumer with respect to such debt.

Official interpretation of 6(c)(1) Prohibitions.

1. **Notification complete upon receipt.** If, pursuant to § 1006.6(c )(1), a consumer notifies a debt collector in writing or electronically using a medium of electronic communication through which a debt collector accepts electronic communications from consumers that the consumer either refuses to pay a debt or wants the debt collector to cease further communication with the consumer, notification is complete upon the debt collector's receipt of that information. The following example illustrates the rule.

**i.** Assume that on August 3, a consumer places in the mail a written notification to a debt collector that the consumer either refuses to pay a debt or wants the debt collector to cease further communication with the consumer pursuant to § 1006.6(c )(1). On August 4, the debt collector sends the consumer an email message. The debt collector receives the consumer's written notification on August 6. Because the consumer's notification is complete upon the debt collector's receipt of that information on August 6, the debt collector's email message communication on August 4 does not violate § 1006.6(c )(1).

9. 15 U.S.C § 1692c Communication in connection with debt collection (c) Ceasing communication If a consumer notifies a debt collector in writing that the consumer refuses to pay a debt or that the consumer wishes the debt collector to cease further communication with the consumer, the debt collector shall not communicate further with the consumer with respect to such debt.

## IV. ARTICLE III STANDING

10. Article III standing to bring her FDCPA claim against TrueAccord is established because Defendant's communications in attempt to collect an alleged debt constituted an unwanted intrusion upon her solitude, seclusion, and peace and quiet, which are common law analogues to the FDCPA violations asserted below. ***See Vazzano v. Receivable Mgmt. Servs., LLC,*** **621 F. Supp. 3d 700, 709 (N.D. Tex. 2022) (receiving an unwanted letter "has a 'close relationship' to the type of harm protected by the common law tort of intrusion upon seclusion (protecting against intrusion into private solitude))** (citing *TransUnion LLC v. Kennethrez,* ––– U.S. ––––, 141 S. Ct. 2190, 2204 (2021)) (also citing *Gadelhak v. AT&T Servs., Inc.*, 950 F.3d 458, 462 (7th Cir. 2020) (Barrett, J.) ("The harm posed by unwanted text messages is analogous to that type of intrusive invasion of privacy.")).

11. TrueAccord, collection efforts with respect to the alleged debt caused Ms. Papino to suffer concrete and particularized harm, *inter alia*, because the FDCPA provides Ms. Papino with the legally protected right not to be misled about the legal status of a debt or treated unfairly with respect to any action for the collection of any consumer debt.

12. Moreover, the emotional distress Ms. Papino experienced is sufficient concrete injury to establish Article III standing. See *Mayfield v. LTD Fin. Servs., L.P.*, No. 4:20-CV-01966, 2021 WL 4481089, at *4 (S.D. Tex. Sept. 30, 2021) (citing *Rideau v. Keller Indep. Sch. Dist.*, 819 F.3d 155, 169 (5th Cir. 2016) ("[E]motional harm satisfies the 'injury in fact' requirement of constitutional standing.")) (additional internal quotation marks omitted); *see also* Smith v. Moss Law Firm, P.C., No. 18-2449, 2020 WL 584617, at *5 (N.D. Tex. Feb. 6, 2020) ("legal costs, anxiety, and worry" caused by defendant's alleged FDCPA violation were concrete and particularized injuries for purposes of FDCPA claim).

**COMMUNICATION**

13. The FDCPA defines communication as "the conveying of information regarding a debt directly or indirectly to any person through any medium." 15 U.S.C. §1692a(2) (emphasis added).

## V. PARTIES

14. Plaintiff Bridget Papino (hereinafter "Ms. Papino") is a natural person residing in Paterson, New Jersey. Ms. Papino is a consumer as defined by the Fair Debt Collection Practices Act, 15 U.S.C. §1692a(3).

15. Upon information and belief, Defendant TrueAccord Corp is a corporation with its principal place of business located at 16011 College Blvd, Suite 130, Lenexa, KS 66219.

16. Defendant TrueAccord, is engaged in the collection of debt from consumers using the mail

and telephone. Defendant' regularly attempts to collect consumers' debts alleged to be due to another's.

17. Defendant TrueAccord, (hereinafter referred to as "Debt Collector") is a "debt collector" as defined by the FDCPA, 15 U.S.C 1692a(6).

18. The term "debt" means any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment, as defined by the FDCPA, 15 U.S.C 1692a(5).

## VI. FACTS OF THE COMPLAINT

19. On February 21, 2024, the Plaintiff received an email from TrueAccord with a subject line of "Pay only $439.38 to resolve this Yelp account!" The email explicitly outlined an offer as a favorable opportunity to settle the Plaintiff's account for less than the full balance.

20. The email further outlines a favorable opportunity to settle the account for less than the full balance, presenting a time-limited offer of a 40% discount. It specifies that this offer is valid on this same date. The email reveals that the current balance stands at $815.64, with the 40% discount amounting to $326.26, resulting in a reduced payment of $439.38.

21. Moreover, the email explicitly states that Defendant TrueAccord is not obligated to extend or renew the offer beyond the specified timeframe. They emphasize that the communication is from a debt collector and serves as an attempt to collect a debt, with any information obtained being utilized for that purpose. Additionally, it provides the TrueAccord account number as 47-39-6853-73141.

22. On February 21, 2024, Plaintiff replied to the email sent by Defendant TrueAccord. In her response, she conveyed her determination to ensure financial success in 2024, enabling her to manage her expenses efficiently.

23. Additionally, she communicated her position on the issue by explicitly stating that she was not willing to make any payments at that time, emphasizing her stance with the direct phrase, "I'm unwilling to pay."

24. On February 24, 2024, Plaintiff received another email from Defendant TrueAccord, reiterating its status as a debt collector. The email outlined TrueAccord's offer of customizable payment plans, providing Plaintiff with the flexibility to establish a plan immediately while deferring the first payment for up to a month.

25. Despite Plaintiff's clear and explicit request to cease communication, the Defendant has persistently ignored this directive and continued to engage in prohibited communication practices.

26. Defendant TrueAccord's continued disregard of Plaintiff's request for cessation of communication have caused severe humiliation, emotional distress, and mental anguish.

27. The violation occurred even after Plaintiff had formally notified Defendant of her stance regarding the disputed debt. By disregarding Plaintiff's clear instructions, Defendant failed to adhere to the statutory requirements outlined in the FDCPA. This failure to comply with Federal Law resulted in continued communication with the Plaintiff, and have caused undue harassment and distress to Plaintiff.

## VII. FIRST CLAIM FOR RELIEF
## Fair Debt Collection Practices Act
## 15 U.S. Code § 1692c(c)

28. Plaintiff re-alleges and reincorporates all previous paragraphs as if fully set out herein.

29. The Debt Collector violated the FDCPA.

30. The Defendant Debt Collector's violations include, but are not limited to, the following:

15 U.S.C § 1692c(c) by failing to cease communication with the consumer even after the consumer notifies the debt collector of their refusal to pay the debt.

31. As a result of the above violations of the FDCPA, Defendant TrueAccord is liable to Plaintiff actual damages, statutory damages, costs and attorney's fees.

## VIII. SECOND CLAIM FOR RELIEF
## 12 CFR Part 1006 - Fair Debt Collection Practices Act
## Regulation F § 1006.6(c)(1)

32. Plaintiff re-alleges and reincorporates by reference paragraphs 1-31 above.

33. Defendant TrueAccord violated the FDCPA.

34. Defendant violated the provisions of Regulation F § 1006.6(c)(1) by communicating or attempting to communicate with the consumer despite being notified in writing that the consumer refuses to pay the debt or that the consumer wants the debt collector to cease further communication with the consumer.

35. As a result of the above violations of the FDCPA, Defendant TrueAccord is liable to Plaintiff actual damages, statutory damages and costs.

## IX. JURY DEMAND AND PRAYER FOR RELIEF

WHEREFORE, Plaintiff Bridget Papino respectfully demands a jury trial and requests that judgment be entered in favor of Plaintiff and against Defendant TrueAccord Corp.:

A. Actual damages in an amount to be proven at trial pursuant to 15 U.S.C § 1692k(a)(1);

B. Statutory damages of up to $1,000 pursuant to 15 U.S.C §1692k(a)(2)(A);

C. Costs of the action, together with reasonable attorney's fees, pursuant to 15 U.S.C § 1692k(a)(3); and

D. For such other and further relief as the Court may deem just and proper.

Dated: July 25, 2024

Respectfully submitted:

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